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538, 44 L. R. A. (N. S.) 836; *Foster* v. *Duluth* (1913), 120 Minn. 484, 48 L. R. A. (N. S.) 707. The instant case recognised this doctrine, but distinguished *Graham* v. *Detroit, supra,* saying that the merger occurred only when the municipality acted as agent of the state, and that in the instant case there was no merger, for the city was acting in regard to the fire department, a purely local matter, *Davidson* v. *Hine* (1908), 151 Mich. 294, 15 L. R. A. (N. S.) 575. It would seem that the courts should hold that there is a merger of the two titles when it can be conceded that the municipality is acting as agent of the state. On the other hand when the municipility acts in a matter of local rather than general interest, it would seem that the courts would divide, even as they differ on the question of legislative control over municipalities in matter of local concern to the latter. Michigan has upheld the doctrine of home rule and the right of local self government for cities, *People ex rel Le Roy* v. *Hurlbut* (1871), 24 Mich. 44; *Davidson* v. *Hine, supra.* On the related question of municipal liability for the tort of its fire department, other courts have held that there was no liability on the ground that the fire department is a matter of general concern rather than of local interest; *Burrell* v. *City of Augusta* (1886), 78 Me. 118; *Smith* v. *City of Rochester* (1879), 76 N. Y. 506; *Frederick* v. *City of Columbus* (1898), 58 Oh. St. 538. From a practical and judicial point of view, however, it is often difficult to determine whether a given case is of local or general concern. Distinctions on this basis are bound to give trouble, for municipal acts usually have two aspects: when primarily governmental and public in their nature and purpose, still they are incidentally a benefit to the municipality, and the reverse is also true.

WILLS—PATENT AMBIGUITY—DESIGNATION OF DEVISEE. Paragraphs 2 to 7 of testator's will were devoted to devises of lands; paragraphs 8 to 15, to bequests of personalty. Paragraph 16, devising certain real property to "my son John S. Bruce," ended in the middle of a line, and paragraph 17, beginning with a capital letter, gave the residue "to have and to hold to him his heirs, executors, administrators and assigns." *Held,* that the scheme of the will and the apparent independence of each preceding paragraph would not permit of construing paragraphs 16 and 17 together; that paragraph 17 therefore name no legatee and a patent ambiguity existed to remedy which parol evidence was inadmissible. *Bruce* v. *Bruce,* (N. J. Ch., 1918) 105 Atl. 492.

The conclusions of the court are by no means free from difficulty. Conceding that the two paragraphs in question were not related structurally, that fact would not necessarily preclude construing them as connected in meaning. In *Kuehle* v. *Zimmer,* 249 Ill. 544, paragraphs wholly independent both as to arrangement in the will and as to express subject matter, were read together because of an inference deduced from particular words used in one of them. The distinction invoked by the decision of the principal case between patent and latent ambiguities as a ground for the admission of extrinsic evidence in aid of the interpretation of wills is universally recognized. But the application of the rule has more than once taxed the ingenuity as well as the wisdom of the legal profession. In *Hunt* v. *Hort,* 3 Bro. C. C. 311, it was held that a

bequest to "Lady ————" was not to be supplemented by parol and *Baylis* v. *Attorney General,* 2 Atk. 239, is to the same effect. Such an expression in a will would seem the equivalent of a *complete* blank as denoting that the testator had not yet decided upon the legatee. Yet the court allowed affidavits to help expain which of three granddaughters the testator intended should take under devise to "my granddaughter ————." *Goods of Hubbuck,* 92 L. T. N. S. 665.

If, in the principal case, the word "him" may be construed as a blank space (see cases *supra*) or as if description had been omitted by mistake or inadvertence (*Engelthaler* v. *Engelthaler,* 196 Ill. 230; *Karsten* v. *Karsten,* 254 Ill. 480; *Hawman* v. *Thomas,* 44 Md. 30; *Davis* v. *Davis,* 8 Mo. 56; *Crooks* v. *Whitford,* 47 Mich. 283; 1 JARMAN, WILLS, [3rd Am. Ed.] c. 14, p. 350) the holding is undoubtedly supported by the weight of authority. But the right so to disregard a personal pronoun is seriously challenged by the opinion in *Eichorn* v. *Morat,* 175 Ky. 80, 193 S. W. 1013. In that case the testatrix made a will of one paragraph which contained no other designation of the beneficiary than was supplied by the term "he." The court advanced, in part, the following interpretation to justify the admission of extrinsic evidence: "In the instant case it would be wholly incompetent to show by extrinsic proof that the testatrix meant by the use of the personal pronoun "he" a female to whom the word used did not apply * * * It (to ascertain by extrinsic proof the person here referred to) does no violence to the rule against the substitution of a devisee when none is mentioned. * * * It is true that in the case we now have the pronoun "he" which the testatrix employed might be applied to a great many persons, but when it is remembered that * * * the same might be said with reference to the name "John" * * * we are unable to distinguish and logical reason why the rule should not be applied in the one case as well at the other * * * The two cases exhibit a difference in degree only, and not in kind."

WORK AND LABOR—CONTRACT TO PAY BY LEGACY—RIGHTS OF LEGATEE. P worked as a servant for D's testator under an express agreement that her services would be compensated by a legacy. P declined to accept the legacy provided by the testator and sued for the reasonable value of her services. *Held,* P could recover. *Shemetzer* v. *Broegler,* (N. J. 1918) 105 Atl. 450.

Recovery was allowed under similar circumstances in *Reynolds* v. *Robinson,* 64 N. Y. 589, the court holding that plaintiff could accept the legacy and also maintain suit for the difference between the legacy and the reasonable value of the services. But in *Lee's Appeal,* 53 Conn. 363, it was held that any legacy, however small, complied with the terms of the contract and precluded recovery on the basis of a *quantum meruit.* The New York case and the instant case in effect enunciate the same rule, which may be called the rule of reasonable construction. The Connecticut case enunciates the rule of strict construction; it enforces the contract exactly as made by the parties and refuses to read into the contract any terms not incorporated therein by the parties. The courts would have avoided much difficulty in application if the doctrine of strict construction had been consistently maintained. The New York court